p 17

O.F. 71 & 72.

1936

Department of Revenue

OFFICE Board of Revenue

STATION Madras

Ms No. 590

B 6293/35

Dated 17-2-36

To whom sent	Date	Initial
	Given for copying	
	Copied	
	Examined	
	Signed	
	Given for despatch	W.F.d
	Despatched	
	Indexed	
Pages in the file	To be destroyed on*	

(SUBJECT.)

Lease - Land - (South Kanara) - Port of Mangalore - South Reclamation area - Terms - Board's further remarks - Papers recorded.

* Not to be filled in in the case of permanent records.

B 6293

Revenue Department.

SECY 4-NOV 1935

U.O. Note No.4505-F/35-1 dated 30th October 1935.

Lease - Land (South Kanara) - Port of Mangalore-South Reclamation area - Terms - Boards Proceedings Mis. No.3113 dated 16th August 1935.

BOARD OF REVENUE 2-NOV 1935 REVENUE AND SETTLEMENT

A copy of a note by the Collector of South Kanara dated 24th September 1935 on the proposals of the Board of Revenue contained in the Boards Proceedings read above is forwarded to the Board of Revenue. The Board is requested to offer its remarks on the Collector's proposals.

E.W.Bouchier

Under Secretary to Government.

To the Board of Revenue,
Land Revenue and Settlement
with copy of the note.

F o r w a r d e d.

(By order)

V. Narasingha Rao

Superintendent.

S.R.

Returned to the Port Officer, Mangalore.

2. With reference to the Board's proposals. I am not sure that the leasing ~~not a ought~~ not to be done by the Revenue Department, which has always the advice of the Port Officer at hand. The Port Officer cannot get so easily the use of the Revenue Department surveyors and maps. I am preparing a proposal that the Port Dept. should not do the business of the leasing of the reclamations for the tile factories, in view of the fact that the reclamations lead inevitably to pukka buildings and the mapping of the reclamations ought to be checked up on each occasion by the Revenue Dept. to see whether the area for which the lease is renewed is the area actually under occupation. All these matters are the proper business of the Revenue Department which does not insist that the revenue goes to that Department if it does the work (c.f. the work that the Rev. Dept. does for other departments in collecting its outstandings by means of the Revenue Recovery Act)

separately dealt with

3. Para 5. Option to renew. In so far as the rate to be charged is a fixed rate for all the area, I see no reason why there should not be reserved the right to alter the rate on renewal after 25 years. This would not be a matter of individual bargaining with lessees, but at the end of that period presumably there would be a decision whether the rate as a whole was proper or not and all lessees would be treated in the same way. The option clause could be drafted in such a way that Government would reserve the right not to renew and not to give compensation for buildings if the land was required for a public purposes.

4. It seems that a longer and not a shorter period ought to be given if the land is to be taken back for a public purpose as against taking back the land because the terms of the lease have been violated. I would interchange the 3 and 6 months at the end of the para.

5. But perhaps the Board is considering that as the man is to be given compensation if the land is taken for a public purpose 3 months is sufficient. So far as that goes I should say that 6 months is too long to give a man time to clear out from the time

lease will be a matter of considerable time as notice will ha to be given to the man and there will be surely disputing whether the lease terms have been fulfilled or not unless it is merely the case of a man who absconds. Such a one will not leave much on the land of any value.

6. Para 6. This ~~is~~ rather depends on the decision with regard to para 2. It has to be considered as possible that the Collector will not always be an office bearer in the Port Conservancy Board and we should not rely on ~~it~~ his knowing that is ~~happening~~ happening automatically though being a member of this Board.

M1
S
AS(LR)

pp 21-24 cl

pp 1-34

To Asstt Secy

In its Proceedings, No. 3113 of 16.8.35 the Board offered its remarks on the suggestions contained in the Memo. from the Govt. regarding the leasing of land in the South Reclamation area in the port of Mangalore. The Govt. have now forwarded to the Board a copy of a Note by the Collr. of S. Kanara on the several points dealt with in the B.P., for its remarks. The Collr's proposals are dealt with in the following sectional notes.

PTO

12.11.35

S

pp 21-22 of (T)

Para 2 of the B.P. - Leasing by the Presidency Port Officer.

(T)

Please see p 1 n.f. of BP Mis 3113 dt 16.8.35. As the receipts from and expenditure on the reclaimed area are and will be

vide para 3, p 1 of (T)

adjusted to the Mangalore Landing and Shipping Fund, the Board agreed to the suggestion that

para 3, pp 1-2 of (T)

the Presidency Port Officer might do the leasing of land in the area both for marine and non-marine purposes. As leases for non-marine purposes are at present granted by the Rev. Deptt., it was to be laid down that the Presidency Port Officer should consult the Collr. with regard to leases for non-marine purposes. The Board's proposals thus reserved to the Collr. scope for expressing his views in cases in which he now has jurisdiction. It was also further provided that the Collr's decision as to the choice of the lessee should be final as regards non-marine leases.

The Collr. seems to think that the leasing of all land in the area for whatever purpose should be done by the Revenue Deptt. in consultation with the Port Officer and that there is no objection to the revenue being credited to the Landing and Shipping Fund. The reason for the Collr's proposal is that the occupation of plots in the area require to be checked on each occasion by the Revenue Staff. The Collr's proposal makes one important change in the existing practice: it will reduce the Port authorities to the position of advisors to the Collr. in matters relating to leases for marine purposes, where at present they are exercising full control without even the obligation to consult the Collr.

For the proper development of the Reclamation area in well arranged plots, it will be desirable that the Rev. Deptt. and the Port Deptt. should work in close cooperation. The

revenue should of course be credited to the Mangalne Landing and Shipping Fund. If the Port Deptt and the Rev. Deptt. consult each other in all cases (not merely in the case of non-marine leases as previously proposed by the Board), it seems immaterial whether the lease is actually granted by the Rev. Deptt or by the Port Officer ~~concerned~~. (Reference is also invited to para 6 of the Coll's Note and the office note at p 17 n/f infra (x).)

For orders.

P.T.O

The Collector's proposal that the Rev Dept should take over the work would probably lead to friction. The Board may perhaps adhere to their original proposal that the P.T.O should do the work, the Collector being consulted only in the case of lease for non-marine purposes.

12435

(over)

para 2, pp 21-22 of (L)

p 4 n/f

p 24 of (X) (T)

It seems desirable that all leases in Port limits should be made by one authority.

The Port Office must be the best judge of whether land should, in the interests of the port, be leased for marine purposes.

As regards land to be leased for non-marine purposes, Bd. has proposed that ~~Colliers and~~ P.O. must accept Collis's opinion.

~~How~~ Collis proposal might be accepted ~~With~~ the exception that the P.O. before giving or renewing a lease for marine purposes shall have the area and boundaries settled by the Coller. Collis may be and with them will not meet the ~~only~~ difficulty he has run

Chas
14.11.

p 23 c f (L) (T)

Para 5 of the P&P:— Power to enhance the rent on renewal

The Bd's proposal was that power should be reserved to the Govt to enhance the rent if the lease was to be renewed on its termination at the end of 25 years. The Collr thinks that the question of

para 3, p 3 nf.

exercising this reserved power will reduce itself to one of bargaining with the individual lessees, He therefore seems to think that the rate itself should be revised after 25 years.

It is submitted that leases are contracts between the parties concerned. Though all

para 3, p 22 cf (L) (T)

leases will be for periods of 25 years, they may commence from different dates and will therefore end on and become renewable from different dates. The wording of the concerned clause in the individual lease deed so as to refer to the enhancement of the rate of rent will have no binding effect on other leases, nor there any ground for ?

that differential treatment will be accorded to the several lessees so as to reduce the question of enhancement into one bargaining. The proper course seems to be that as each lease will be governed by its specific terms, the question of enhancing the rent on its renewal must be considered at the time of renewal on the basis of the then letting value of the land. If the rate now tentatively prescribed (viz Rs 6-0-0 per 100 sq. ft) is enhanced, say, in 1960 to Rs 10-0-0 per 100 sq ft, it will apparently be unjust to charge rent at the enhanced rate in the case of a lease for 25 years which commenced only in, from the year 1960; not on the other hand will say, 1955, ~~it~~ it be desirable to commit the Govt to charge rent at (say) Rs 10/- per 100 sq ft in 1980 when that lease will become renewable, without regard being had to the letting value of the land at that time It may be that the Govt may

chose to levy rent at a uniform rate for leases granted or renewed during a specified term of years, but it is likely to be a complicated matter to seek to make any provision in the form of the lease deed (or bind) so as to enable the Govt to levy rent at a uniform rate for all leases from a specified date (as in the cases of resettlement of land revenue). For orders.

When by the terms of the lease the lessee is given the option to renew after 25 years there must be a corresponding right reserved in the lease deed for the Govt to enhance the rent; otherwise the lessee will be entitled to ask for renewal on the old rent even though the Govt might have in the meantime raised the rent for the area as a whole. There is no question of bargaining with individual lessees. The Board's proposal is in accordance with the legal requirements if the Govt interest is to be safeguarded. The Govt may perhaps be told so.

12/11/35

I agree. If when a lease becomes due for renewal, the uniform rate for new leases (pp 22-23 C) is higher than the rate at which the lease to be renewed was granted the higher rate can be charged on renewal.

AW
14.11.

The proposal at A on p 3 n-f. (calls) is merely what the Board has proposed in para 5 of its Proceedings

12/11/35

AW
14.11

pp 23-24 cf (L) (T)

Period of notice.

The Board then said that (i) when a lease was to be terminated on account of the land being required for a public purpose, three months notice might be given to the lessee, as compensation would be paid to him, and (ii) where a lease was to be terminated for violation of conditions, six months notice might be given to enable the lessee to remove what he could from the land.

p10 inf (L) (T)

ibid

The Comr thinks that the periods of 6 months and 3 months should be interchanged. In any case, the Comr thinks that 6 months is too long a period to allow a man who has violated the conditions of the lease to clear out.

para 4, p 3 inf

para 5, p 3 inf

For orders. The then Commr of Land Rev has remarked that in case (i) above, 3 months notice is none too much.

p 10 inf (L) (T)

OK

Perhaps six months notice may be given in both the

p 24 of (L) (T)

p 4 ref.

pp 21-22 of (L) (T)

Para 6 of the B.P.

As remarked by the Colr. this para and para 2 of the B.P. have to be considered together. The Colr's idea seems to be that even in the case of leases for marine purposes, the colr as Colr (i.e. apart from any knowledge that he may have as a member of the Port Conservancy Board) should possess official information of proposals to lease land in the area for whatever purpose.

For orders.

12/11/35

C.B.

6.11.35

T.C.

11.11.35

Bd. has minuted that P.O. shd accept Colr's recommdtn as regd leases for non-marine purposes and I have proposed in p.w.r. that Colr. shd. check the plans of the leases.

AW
14.11.

SECY.
14 NOV 1935

I agree with S. throughout

EC
14.11.35.

MI

Board's U.O.No.B.6293/35-1.
20.11.35

Lease - Land - (South Kanara) -Port of Mangalore - South Reclamation area - Terms - Collector's Note dated 24-9-35 on B.P. No.Mis. 3113 dated 16-8-35.

The Board has examined the views expressed in the Collector's Note and has come to the following provisional conclusions.

2. Para 2 of the Collector's Note.

It seems desirable that all leases in port limits should be made by one authority.

The Presidency Port Officer must be the best judge of whether land should, in the interests of the port, be leased for marine purposes.

As regards land to be leased for non-marine purposes, Board has proposed that the Presidency Port Officer must accept Collector's opinion.

The present Collector's proposal might be accepted to the extent of providing that the Presidency Port Officer before giving or renewing a lease for marine purposes shall have the area and boundaries certified by the Collector. This will meet the difficulty he has raised.

3. Para 3 of the Collector's Note.

When by the terms of the lease the lessee is given the option to renew after 25 years, there must be a corresponding right reserved in the lease-deed for Government

Government to enhance the rent; otherwise the lessee will be entitled to ask for renewal on the old rent even though the Government might have in the meantime raised the rent for the area as a whole. ~~There is no question of bargaining with individual lessees. The Board's proposal is in accordance with the legal requirements if the Government's interest is to be safeguarded.~~

If, when a lease becomes due for renewal, the uniform rate for new leases is higher than the rate at which the lease to be renewed was granted, the higher rate can be charged on renewal.

4. Paras 4 and 5 of the Collector's Note.

Six months' notice may be given in both cases.

5. Para 6 of the Collector's Note.

The Board has already provided that the Presidency Port Officer shall accept the Collector's recommendation as regards leases for non-marine purposes and it has been proposed above that the Collector should check the plans of other lessees.

6. The Collector is requested to offer his remarks on the above suggestions.

20/11/35

AR 19/11/35

16/11/35

To the Collector of South Kanara U.O.

Lo 622
4.12.35

South Kanara Collector's Office,

Mangalore, dated 2nd December 1935.

From Jean W. B. Rake

Lease--Land-(South Kanara)--Port of Mangalore --South Reclamation area--Terms

19-20 nf. Ref:- Board's U.O. No. B.6293/35-1 dated 20th/22nd November 1935.

The Board has asked me to offer my remarks on the un-official note which has now been sent down to me. I am unable to deal with this because I have got no papers. The file did not come to me through the Board but was received by the Port Officer. He sent me the file and I sent him a note with the file which I typed myself. The note was addressed to the Port Officer and I am not quite certain how a copy of it reached the Board. In any case I am unable to make further remarks unless I see my own note and the other

Hnble the Govt. (vide p1 nf)

To Asst Secy

The Colls D.O. above is for perusal.

2. In the circumstances stated by the Collr, the P&P at (L) (the note file being removed and retained in the office) and pp1-4 n.f. ante may be furnished to him

S. Asst

for reference and return with his reply to the U.O. Refce. at pp 19-20 n-f. The following D.O. is submitted for approval:

D.O. 730
7.12.35

My dear Gawne,

Lease - Land - (South Kanara) - Port of Mangalore - South Reclamation area - Terms - Your D.O. dated 2-12-1935 -

I am to enclose for your reference the following records in original and to request that they may be returned with your reply to the Board's U.O. Reference No B 6293/35-1 dt 20.11.35:

(i) P&P No. Mis 3113 dt 16-8-35.

(ii) U.O. Note from the Govt, R.D. No. 4505 F/35-1 dt 30.10.35 with its enclosure.

1 Serial 14

Yours sincerely,

J. W. M.

7-12-35

Cable Ltr
4/12/35 5/12/35

S

50 copies

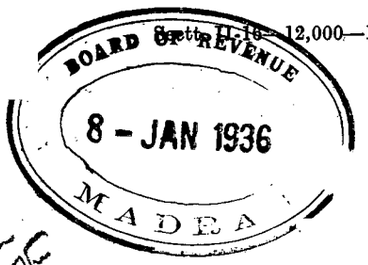
7-DEC 1935
Encls despd on 5.12.35 by ordy post

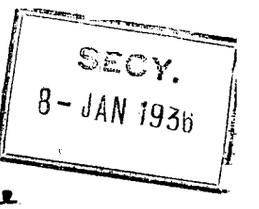
E.M. Gawne Esq. I.C.S.,
Coll. of S. Kanara
(with enclosures).

B(164). 6293/35

Rev DEPARTMENT.

Gettu—L.16—12,000—13-10-33.





A.S. (R)

Send me copy of the Collr

SUBMITTED that the Board of Revenue

~~Department~~ may be asked to expedite their reply to the unofficial reference noted on the margin ~~regarding which reminders have already issued on~~

No. 4505 F/35-1
Dated 30.X.1935.

Subject.

_____ 193 .

Lease - Land (S. Kanara) _____ 193 .

Port of Mangalore - South _____ 193 .

Reclamation area - Terms

2
3.1.36
Ir
3/1

To 6.1.36

To

The Board of Rev ~~Department~~ u.o.

To A.S. (R)
May be filed.

2. The Collr. will be reminded on 20-1-36, for his pp 19-20 nf. reply to the Bd's U.O. of 20.11.35.

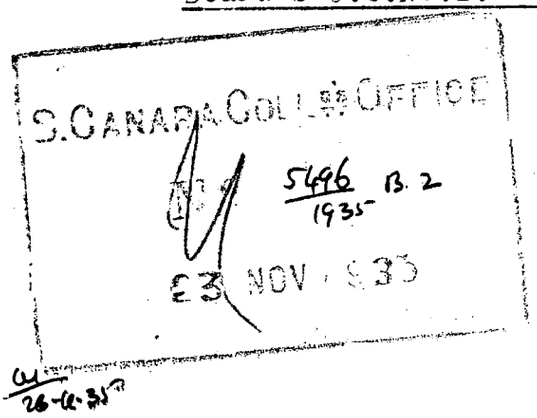
11.1.36

CB
10.1.36
SG
10/1

25

Office of the Board of Revenue,
Land Revenue and Settlement,
Chepauk, Madras,
Dated the 20th November 1935.

Board's U.O.No.B.6293/35-1.



SUBJECT.

LEASE - Land - (South Kanara) - Port of Mangalore - South Reclamation area - Terms - Collector's Note dated 24th September 1935 on B.P. No. Mis. 3113, dated 16th August 1935.

Have we a copy of Collector's note?
Perhaps Mr Rivett can lend it to me.

U.O. REFERENCE:-

The Board has examined the views expressed in the Collector's Note and has come to the following provisional conclusions:-

2. Paragraph 2 of the Collector's Note.

It seems desirable that all leases in Port limits should be made by one authority.

The Presidency Port Officer must be the best judge of whether land should, in the interests of the port, be leased for marine purposes.

As regards land to be leased for non-marine purposes, Board has proposed that the Presidency Port Officer must accept Collector's opinion.

The Collector's present proposal might be accepted to the extent of providing that the Presidency Port Officer before giving or renewing a lease for marine purposes shall have the area and boundaries certified by the Collector. This will meet the difficulty he has raised.

3. Paragraph 3 of the Collector's Note.

When by the terms of the lease the lessee is given the option to renew after 25 years, there must be a corresponding right reserved in the lease deed for the Government to enhance the rent; otherwise the lessee will be entitled to ask for renewal on the old rent even though the Government might have in the meantime raised the rent for the area as a whole. If, when a lease becomes due for renewal, the uniform rate for new leases is higher than the rate at which the lease to be renewed was granted, the higher rate can be charged on renewal.

4. Paragraphs 4 and 5 of the Collector's Note.

Six months' notice may be given in both cases.

5. Paragraph 6 of the Collector's Note.

The Board has already provided that the Presidency Port Officer shall accept the Collector's recommendation as regards leases for non-marine purposes and it has been proposed above that the Collector should check the plans of other leases.

6. The Collector is requested to offer his remarks on the above suggestions.

for Secretary. 22-11-35

To

The Collector of South Kanara D.O.,

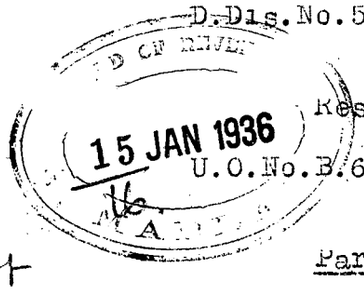
T.D.R.21-11-.

To the Port Officer M.O.
Have you any papers ~~that you like to~~? It is odd that notice does not know and I want you to give me your remarks

27

B 279 6293/35

D.Dis.No.5496-1935.



Resubmitted to the Board of Revenue with reference to U.O.No.B.6293/35-1, dated 20.11.1935.

Paragraph 2.- In this matter we are dealing with the South Reclamation area only, that is to say an area which has been reclaimed by the Port Conservancy Board. The distinction of marine and non-marine purposes will not arise here as all leases will be made by the Presidency Port Officer after consulting the Port Conservancy Board which is entitled to collect the rent. The Collector will not be consulted about these leases, beyond the fact that as the President of the Board he will know about them. The land must be considered for lease purposes as the private property of the Port Conservancy Board.

Paragraph 3.- I agree with these proposals.

Paragraph 4.- I have no remarks.

Paragraph 5.- The bringing in on the distinction of marine and non-marine purposes in the matter of the leasing of the South Reclamation is unnecessary. There are in fact three classes of land which are now leased within the port limits of Mangalore.

1. Land reclaimed by the Port Conservancy Board, over which the Board exercises control subject to the approval of the Presidency Port Officer.

2. Ordinary Government land used for marine purposes, which the Port Officer leases out with the concurrence of the Collector.

3. Ordinary Government land used for non-marine purposes which the Collector leases out, after consulting the Port Officer.

In dealing with the South Reclamation area we are not concerned in any way with 2 and 3 or with the provisions of B.S.O.15 (35) (VI) (VII)

South Kanara Collector's Office,
Mangalore, 8th January 1936.

Collector.

10/1/36

28

Enclosures:- (1) B.P.No.Mis.3113, dated 16.8.1935.

(2) U.O. Note from the Government, Revenue Department, No.4505 F/35-1, dated 30.10.1935 with its enclosure.

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pp 27-28 n/f — B 270/36 — from the Collr. of S. Kanara

M1
S
TS (LR)

To Asst Secy.

Please see the notes and orders at pp 7-17 n.f. above, the U.O. Refee. to the Collr. at pp 19-20 n/f and his reply to it at p. 27 n.f. The Collr. has offered his (*) remarks on paras 2 to 5 of the U.O. Refee. They are dealt with below:

(*) p. 27-28 N.F.

pp 19-20 n/f.

2. The Collr. has now brought to notice that the South Reclamation area in Mangalore is not ordinary Govt land within port limits to which B.S.O. 15-35 (VII) will apply but that it should be considered, for purposes of lease, as the private property of the Port Conservancy Board. He considers that the distinction of marine and non-marine purposes does not therefore arise and that all leases will be made by the Presidency Port Officer in consultation with the Port Conservancy Board.

p. 27 n/f.

52, BSO VII

3. It was the Collr. himself

who suggested that all leases might be granted by the Collr. He now seems to have withdrawn this suggestion. In the circumstances, it appears that the proposals originally made by the Bd in para 2 of its Proceedings No. 3113 of 16-8-35. as modified with reference to para 2 of the U.O. Refce. at p 19 n.f. may be put before the Govt., leaving it to them to pass such orders as they may deem fit. Under these proposals, the leases will, in all cases, be made by the Presidency Port Officer: (i) after having the area and boundaries certified by the Collr., and (ii) in accordance with the Collr's opinion in regard to leases for non-marine purposes.

4. The views contained in the proposals in paras 3 & 4 of the U.O. Refce - vised to the Collr. (which he has accepted) may also be intimated to the Govt.

For orders.

Collr 29/11/36 Please draft a U.O note in reply to Govt's
ir 3/12/36

S
As(LE).

To Asst Secy

The following draft U.O. reply to the Govt. is submitted for approval with reference to the orders of the Asst Secy. at p.30 n/f.

U.O. No. B 6293/35 dt 13-2-36

U.50/13

DESPATCHED
14 FEB 1936

Lease land (South Kanara) - Port of Mangalore - South Reclamation area - Terms - U.O. Note from the Govt, RD. No. 4505/F-35-1 dt 30.10.35.

pp 19-20 n/f

The Board has consulted the Collr. of S. Kanara un-officially The following remarks are based on his reply.

p 27 n/f

2 Para 2 of the Collr's Note dt 24/9/35

p 3 n/f

The Collr now states that the South Reclamation area in the Port is not ordinary Govt land within port-limits to which the provisions of B.S.O. No 15 - para 35 (vii) apply, but that the area should for purposes of lease, be considered as the private property of the Port Conservancy Board, which reclaimed it, and that all leases will be made by the Presidency Port Officer

p 27 n/f

p 52 n/f

after consulting the Port Conservancy Board, which is entitled to collect the rent. The Coll^r has thus withdrawn his suggestion in para 2 of his original note that the leasing of plots in the area might be done by the Revenue Deptt. In view, however, of the desirability of having the area and boundaries of the plots verified by the Rev. Deptt, the Board would, in modification of its proposals in para 2 of its Procgs. No 3113 dt 16-8-35, suggest that all leases may be made by the Presidency Port Officer, ~~(i)~~ after having the area and boundaries certified by the Coll^r. ~~[and (ii) in accordance with the Coll's opinion in regard to leases for non-marine purposes.]~~

3. Para 3 of the Coll's Note.

When by the terms of the lease the lessee is given the option to renew after 25 years, there must be a corresponding right reserved ~~to the Govt~~ in the lease deed for the Govt to enhance the rent; otherwise the lessee will be

↑ 1/2/1935
I agree
AW
2

entitled to ask for renewal on the old rent even though the Govt might have in the meantime raised the rent for the area as a whole. There need be no question of bargaining with individual lessees. If, when a lease becomes due for renewal, the uniform rate for new leases is higher than that at which the lease to be renewed was granted, the higher rate can be charged when renewing an expired lease.

4. Paras 4 & 5 of the Collis note

The period of notice may be fixed as 6 months in all cases before a lease is actually terminated, irrespective of the fact whether compensation is to be lessee or not.

Ch 10236

Ch 6236

7/12/36

To the Secy to Govt RD

Draft amended. Issue

Issue urgently pls 13/12 4323/36

To Asstt Secy.

The reply to the U.O. Reqn.
from the Govt. has been despatched.
The papers may now be recorded as a Res. Pub.
for facility of future reference. Draft sent
below.

Lease. Land – (South Kanara) –
Port of Mangalore – South Reclamation
area – Terms – Board's further
remarks – Papers recorded.

—

Resn. No 590 dt 17-2-36.

—

Recorded ✓

17.2.36

CB 15/2/36
NTT 15/2/36.

N 7D

K. (Feb) 6193/36

Sectt. II-16—12,000—13-10-33

BOARD OF REVENUE 1-FEB 1936 MADRAS

Rev DEPARTMENT.

SECY. 1-FEB 1936

SUBMITTED that the Board of Revenue

~~Department~~ may be asked to expedite ~~their~~ reply to the unofficial reference noted on the margin regarding which reminders has already issued on—

No. 4505 P/35.

Dated 30-X-1935.

Subject.

Lease - Land (S. Kanara)
Port of Mangalore - Sale
Reclamation area - Terms

6-1- 1936.
193 .
193 .

4/1/36

30-1-36
B
3071

To AS (Ll)

Filed (with the connected papers, now in circulation).

To The Board of Revenue ~~Department~~ u.o.

B 2/36